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8 UNITED STATES DISTRICT COURT  
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
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11 ERIC DENMEAD and GABRIEL ) CASE NO. C 07-01820 SI  
12 JIMENEZ, individually; and on behalf of ) Judge: Susan Illston  
13 all those similarly situated, ) Complaint Filed: March 30, 2007  
14 )  
15 )  
16 )

14 Plaintiffs, )  
15 vs. ) **STIPULATION AND [PROPOSED] ORDER**  
16 ) **DISMISSING CLASS ACTION ALLEGATIONS**  
17 ) **AND INDIVIDUAL CLAIMS**  
18 )  
19 )  
20 )

17 LOWE'S COMPANIES, INC., a North )  
18 Carolina corporation; LOWE'S HIW, )  
19 INC., a Washington corporation; and )  
20 DOES 1 through 20, inclusive, )  
21 )  
22 )  
23 )

21 Defendants. )  
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28 )

23 **STIPULATION**

24 Plaintiffs, Eric Denmead and Gabriel Jimenez (hereinafter collectively "PLAINTIFFS") and  
25 Defendants, LOWE'S COMPANIES, INC., and LOWE'S HIW, INC. ("collectively hereinafter  
26 "LOWES"), by and through their attorneys of record, agree and stipulate to the following:  
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1           1.       WHEREAS, PLAINTIFFS filed a complaint against Defendant on March 30, 2007, in the  
2       United States District Court for the Northern District of California, entitled *Eric Denmead et al. v. Lowe's*  
3       *Companies, Inc., Lowe's HIW, Inc., and Does 1 through 20*, Case No. C07-01820-SI (the "Action"),  
4       asserting California state law causes of action for: (1) unpaid wages; (2) unpaid overtime; (3) unpaid  
5       minimum wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) late payment  
6       of wages; (7) violations of California's Unfair Competition Law, Business and Professions Code § 17200,  
7       et seq.; (8) conversion of accrued wages; and (9) violation of Cal. Civil Code § 52.1.

8           2.       WHEREAS, on May 23, 2007, PLAINTIFFS voluntarily dismissed defendant Lowe's  
9       Companies, Inc. from the complaint.

10          3.       After the Action was filed, PLAINTIFFS' counsel was informed by counsel for LOWES  
11       that another action entitled *Craig Hall, et al., v. Lowes HIW, Inc., et al.*, Case No. BC 325832, was  
12       pending in the Los Angeles County Superior Court and that the claims in the *Hall* case directly  
13       overlapped the allegations in the Action.

14          4.       On April 16, 2008, the Los Angeles County Superior Court Granted Final Approval of  
15       a class action settlement in *Hall*, which encompassed all of the claims for those putative class members  
16       within the *Hall* class definition and who did not opt-out of the settlement. As a result of the *Hall*  
17       settlement, the only claims that remain in the Action involve the individual claims of Eric Denmead and  
18       Gabriel Jimenez, who opted out of the *Hall* settlement.

19          5.       The parties have agreed to resolve the individual claims of Denmead and Jimenez with  
20       counsel for LOWES. The settlement requires LOWES to pay PLAINTIFFS a total combined sum, as  
21       reflected in the Settlement Agreement and Release of Claims filed under seal, in exchange of a general  
22       release of all claims, including a waiver of California Civil Code section 1542. Each party is to bear their  
23       owns attorneys' fees and costs of litigation. Other than the amounts reflected in the individual settlement  
24       agreements, no other payments by LOWES are contemplated under the terms of the settlement.

25       ///

26       ///

1           6.       Based on the aforementioned settlement, the parties stipulate to entry of the subjoined  
2 Order dismissing this action with prejudice and without an award of attorneys' fees or costs to either  
3 party.

4  
5 **IT IS SO STIPULATED.**

6  
7 DATED: June 13, 2008

**KRUTCIK & GEORGIN**

8  
9 By   
10 A. Nicholas Georggin, Esq.  
11 Attorneys for PLAINTIFFS

12 DATED: June 13, 2008

**AKIN GUMP STRAUSS HAUER & FELD  
LLP**

13  
14  
15 By \_\_\_\_\_  
16 Kevin D. Rising, Esq.  
17 Jeremy Bollinger, Esq.  
18 Attorneys for DEFENDANT,  
19 LOWE'S HIW, INC.  
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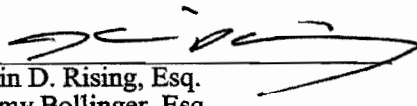
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10 A. Nicholas Georggin, Esq.  
11 Attorneys for PLAINTIFFS

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18 LOWE'S HIW, INC.  
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**ORDER DISMISSING CLASS ACTION ALLEGATIONS AND INDIVIDUAL CLAIMS**

**FOR GOOD CAUSE APPEARING** and pursuant to the stipulation of the parties in the action entitled *Denmead v. Lowe's Companies, Inc. et al.*, Case No. C 07-01820 SI (the "Action"):

1. The above-entitled Action, including individual and class action claims, is hereby DISMISSED with prejudice. Each party is to bear their own attorneys' fees and costs of litigation.

2. The Court expressly retains subject matter jurisdiction over the Action to ensure that the terms and conditions of the settlement are performed to completion.

**IT IS SO ORDERED**



Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Susan Illston  
United States District Court Judge